hostile fire, and recovery may be had for damage resulting therefrom. *Way* v. *Abington Mut. Fire Ins. Co.*, 166 Mass. 67, 43 N. E. 1032, 55 Am. St. Rep. 379, 32 L. R. A. 608. But where property was damaged by soot and smoke from a defective stovepipe it is held there can be no recovery. *Cannon* v. *Phœnix Ins. Co.*, 110 Ga. 563, 35 S. E. 775. Where the policy stipulates against liability for loss caused by explosion, the insurer will nevertheless be liable if the explosion results from a hostile fire. *LaForce* v. *Williams City Ins. Co.*, 43 Mo. App. 518. Here the explosion is regarded as a proximate result of the peril insured against. But the opposite is true where the explosion results from a friendly fire. *Briggs* v. *North American Ins. Co.*, 53 N. Y. 446; *Mitchell* v. *Potomac Ins. Co.*, 183 U. S. 42. Here the explosion is the proximate cause of the loss.

INTOXICATING LIQUOR—SALE WITHOUT A LICENSE BY A SOCIAL CLUB—INTERPRETATION OF LICENSE STATUTES.—A *bona fide* social club sold liquor to its members without first obtaining a license. The State statute forbade a sale of liquor without a license. *Held*, the transaction was a sale within the meaning of the statute. *State* v. *Missouri Athletic Club* (Mo.), 170 S. W. 904. See NOTES, p. 382.

OFFICERS—DE JURE AND DE FACTO—DE JURE CLAIMANT'S RIGHT TO RECOVER FEES AFTER PAYMENT TO DE FACTO OFFICER.—A municipal corporation paid to a *de facto* officer the salary attached to his office, payment being made under decree of court. The *de jure* holder of the office then sought to recover his salary from the municipality. *Held*, he is entitled to recovery. *Baker* v. *Nashua* (N. H.), 91 Atl. 872.

By the weight of authority a *de jure* officer whose salary has been paid to a *de facto* claimant has no recourse except against the claimant himself. *Samuels* v. *Harrington*, 43 Wash. 603, 86 Pac. 1071, 117 Am. St. Rep. 1075. And the same decision has been reached even where it was known that the *de facto* officer's claim was contested, and that he was insolvent. *Commissioners* v. *Anderson*, 20 Kan. 298, 27 Am. Rep. 171. And even where both claimants were actually performing the duties of the office. *Walters* v. *Paducah* (Ky.), 123 S. W. 287.

It would seem that the majority rule is not in harmony with the legal principles applied in other cases involving the rights of *de facto* and *de jure* officers to salary and other profits. The *de jure* officer's right to his salary does not depend upon his performing the duties of the office, and he may recover salary and fees paid to the *de facto* officer by proceeding against such officer himself. *U. S. ex rel. Crawford* v. *Addison*, 6 Wall. 291. This rule is applied even where the *de facto* officer acts in good faith, or under a judgment of court; but in such case the *de facto* officer is allowed the actual expenses of performing the duties of the office. *Sandoval* v. *Albright*, 14 N. M. 345, 93 Pac. 717; *Lawrence* v. *Wheeler*, 90 Kan. 669, 136 Pac. 315. Under similar circumstances, however, a *de facto* officer who could have been penalized for failing to perform the duties of the office was allowed to retain the fees already received. Five judges dissented from this decision. *Stuhr* v. *Curran*, 44 N. J. L. 181, 43 Am. Rep. 353.